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Court : Tamil Nadu State Consumer Disputes Redressal Commission SCDRC Chennai

Decided On : Aug-11-2011

Judge : Honourable Thiru Justice M. Thanikachalam President, Thiru a.K. Annamalai, M.a., M.L., M.Phil., Judicial Member & Tmt. Vasugi Ramanan, Member II

Appeal No. : F.A.NO.127 of 2010 (Against order in CC.NO.196/2003 on the file of the DCDRF, Chennai (North))

Appellant : Marikannan

Respondent : The Manager M/S. Bpl Engineering Ltd., Service Division Bpl Tower and Others

Judgement :

(The Appellant as complainant filed a complaint before the District Forum against the opposite parties praying for certain direction against the opposite parties to pay Rs.5 lakhs as compensation, Rs.16000/- towards cost of the TV with 24% interest, and cost. The District Forum dismissed the complaint. Against the said order, this appeal is preferred praying to set aside the order of the District Forum dt.22.07.2008 in OP.No.196/2003.

This petition coming before us for hearing finally on 28.7.2011. Upon hearing the arguments of the counsels on both sides, perusing the documents, lower court records, and the order passed by the District Forum, this commission made the following order:)

M. THANIKACHALAM J, PRESIDENT

1. The unsuccessful complainant is the appellant.

2. Brief facts, leading to this appeal:

The complainant had purchased a BPL colour TV, 21 on 31.5.1996, from 3rd opposite party, manufactured by the 1st opposite party, for a sum of Rs.16000/-, which failed to perform properly, resulting frequent complaint to the opposite parties, rectification, finally replacing the defective set, with a new set on 30.1.1997. The replaced TV set also did not properly functioned, and had collapsed totally on 28.10.1997, for which a complaint was lodged with 2nd opposite party. The repair was rectified, on payment of charges. Because of the repeated problems, frequent repair, and sale of inferior quality of TV, the complainant was put to untold sufferings, and therefore he has issued a lawyers notice, claiming compensation, as well as refund of the amount, which was not conceded, resulting this consumer complaint, for the recovery of a sum of Rs.5 lakhs, as well as for refund of a sum of Rs.16000/- paid, for the purchase of TV on 31.5.1996, with cost.

3. The opposite parties, admitting the sale of TV, as well as the replacement, resisted the case, interalia contending, that there was no negligence or deficiency of service, and the TV was functioning properly, and when some problem was reported, it was immediately attended, that since as a special case, the old TV set was replaced, which would go to show the gesture of good will, shown by the opposite parties, and therefore they are not entitled to answer the tall claim, made by the complainant, praying for the dismissal of the complaint.

4. The District Forum dismissed the complaint, as per the order dt.22.7.2008, concluding that after the warranty period is over, there is no question of

replacement of TV set, or payment of the amount, being purchase money, and when the 2nd opposite party had written a letter, they are willing to repair the set, without collecting charges, the complainant alone has not availed the facilities, thereby showing the opposite parties have not committed any deficiency in service. In this view, the complaint was dismissed, resulting this appeal.

5. It is the common case of the parties, that originally, the complainant had purchased a TV from the 4th opposite party, manufactured by the 1st opposite party on 31.5.1996 by paying a sum of Rs.16000/-. The TV so purchased was not functioning well, and therefore admittedly it was replaced on 30.1.1997. There is no dispute regarding the above facts. The warranty period was one year, and if at all that should have come to an end, even in the replaced TV on 30.1.1998. That is why, in the complaint itself, he has stated that on payment, services were made then and there. Therefore, as of right, after the warranty period is over, the complainant is not entitled to the refund of the entire amount paid by him, on 31.5.1996, which is clearly barred by limitation, even taking the original presentation of the complaint, before the State Commission, in the year 2001, forgetting the representation of the complaint, before the District Forum, as per the order of this commission dt.20.3.2003.

6. The complainant has not made out any manufacturing defect. It is also not the case of the complainant, that the opposite parties have failed to render service and infact the entire reading of the complaint would go to show, that they have collected fees, rectified the repairs etc., after the period of warranty. This being the position, it is not known, on what basis a tall claim of Rs.5 lakhs was claimed as compensation towards hardship, mental agony, said to have sustained by the complainant, which should be the imaginary claim, for that the consumer forum cannot help. The District Forum, considering the question of limitation, as well as the non-proof ,regarding the manufacturing defect, as well as taking into account the offer made by the 2nd opposite party, regarding their readiness and willingness to repair the set, even without collecting charges, has correctly recorded a finding, which deserves to be accepted, concluding there is no merit in the appeal.

6. In the result, the appeal is dismissed, confirming the order of the District Forum in O.P.No.196/2003 dt.22.7.2008. There will be no order as to cost in this appeal.

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